

DRAFT OPERATING PLAN

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INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and National Capital Parks – East (hereinafter sometimes referred to as either the “Service” or the “Park”) will serve as a supplement to Concession Contract CC-NACE003-06 (hereinafter referred to as the “CONTRACT”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities, referred to collectively as Concession Facilities, within the boundaries of the Park that are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of National Capital Parks – East in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of the CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) **Responsibilities**

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the authorized Concessions Facilities and services within the Park;
 - (b) Will employ a staff with the expertise and training to operate all services authorized under the CONTRACT;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Park; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.
- (2) The Service has the right to review the qualifications of the General Manager, prior to hiring.
- (3) The Concessioner will employ a staff with the expertise to operate all services required and authorized under the CONTRACT at all times.

B) National Capital Parks – East

The Superintendent of National Capital Parks – East is the Park manager with responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the National Park Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates concessioner activities relating to the Park. This includes:

- (1) Evaluation of concessioner services and facilities.
- (2) Review and approval of rates charged for all commercial services.

- (3) Review and approval of construction and all improvement to facilities.
- (4) Provision of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

2) **General Operating Standards and Requirements**

A) **Schedule of Operation**

The Concessioner will provide the required services for Park patrons on an annual basis, in accordance with the hours of operation authorized by the Superintendent. The hours of operation shall be prominently displayed at the Marina in such a manner as to be easily visible to the public. No changes in operating hours may be made without prior approval from the Superintendent.

Spring/Summer: April 1 – October 31

Open: 10:00 a.m. - 6:00 p.m. Tues – Sunday

Closed: Monday

Fall/Winter: November 1 – March 31

Open: 10:00 a.m. - 6:00 p.m. Wednesday– Sunday

Closed: Mondays and Tuesdays

B) **Rate Determination and Approval Process**

- (1) *Rate Determination.* It is the objective of the Park to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon current concession management guidelines. Rate approval methods are subject to change. The currently approved rate method is comparability for all services and facilities.
- (2) *Rate Request Submittal for Processing.* All requests will be submitted in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current concession management guidelines. New rates will be evaluated once per year unless there are extenuating circumstances that require rates to be reevaluated. Otherwise, the Service will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment.
- (3) *Rate Approval*
 - (a) **Approval Timing.** The Service will approve, disapprove or adjust rates and will inform the Concessioner within 30 days of the rate request submittal.
 - (b) **Approved Rate Posting.** All rates for goods and services must be prominently displayed for the convenience of patrons, including within the marina office.
 - (c) **Patron Notification.** Slip patrons must be given thirty (30) days notice after the Service approval of a rate change prior to the changes taking effect.

- (4) *Rate Compliance.* The Park will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information in accordance with current concessions rate reviews. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

C) Evaluations

The Concessioner will ensure the safety, and provide satisfactory services for patrons within the assigned areas of responsibility. The operation of facilities, and services authorized by the CONTRACT will conform to the evaluation standards set forth in the current Service concession management guidelines. The evaluation of facilities and services is a component of the Concessioner's annual overall rating.

The Service and/or its representatives and the Concessioner will separately inspect and monitor concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and patron comments.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Service.

- (1) *Periodic Operations Inspections.* The Service will conduct both announced and unannounced periodic inspections of concession facilities and activities to ensure conformance to applicable standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Park evaluator. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

(2) *Health and Safety Inspections*

- (a) **Concessioner Safety Inspections.** The Concessioner will perform periodic interior and exterior safety inspections of all concession facilities in accordance with its documented Risk Management Program. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
- (b) **Service Safety Inspections.** The Service may periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities in addition to the review of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.

(3) *Fire Inspections*

- (a) **Service Responsibilities.** The Service will conduct fire safety inspections at its discretion over the course of the contract term. The concessioner will be contacted at the time of facility evaluations so that a representative of the concessioner may accompany the Park evaluator.

- (b) **Concessioner Responsibilities.** The Concessioner will have a qualified professional perform interior and exterior fire inspections of the concession building within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and available to the Service upon request. The Concessioner will conduct routine fire drills of concession facilities as required by its Risk Management Program. These inspections will be performed in accordance with Director's Order #50B and Director's Order #58 (and their successor orders), which can be found in the Appendix to this Prospectus.
- (4) *Visitor Comments.* The Concessioner will make Service-approved comment cards available to patrons in order to measure service and quality standards, pricing and overall Park experience. It will be the responsibility of the Concessioner to make sure an adequate inventory of comment cards is available at appropriate locations within its facilities.
- (a) The Concessioner will investigate and respond to all patron complaints regarding its services. Patron comments that allege misconduct by concession employees, pertain to the safety of patrons, Concession or Service employees, or concern the safety of Park resources will be provided to the Service upon receipt.
- (b) The Concessioner will forward to the Superintendent a tabulated summary of all comments and/or complaints received on comment cards or any other form of documentation at the beginning of each quarter. Individual comments must be provided upon request.
- (c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concessioner's facilities or services. The Concessioner will investigate and make an initial response to the complainant to any complaints within 48 hours. The Concessioner will provide a copy of responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner.
- (5) *Environmental Audit.* The Service's Environmental Audit Program evaluates the Concessioner's facilities and operations with respect to environmental compliance and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines (as amended, supplemented, or superseded). The Service may conduct periodic environmental audits and evaluations.

D) Environmental Management Planning

- (1) *Environmental Management Program.* The Concessioner will prepare, update annually and submit for approval, an Environmental Management Program (EMP) in accordance with the CONTRACT. Refer to the Table of Reporting Requirements at the end of this Operating Plan for the submittal date. Further specifications and requirements are found in other sections of the Operating Plan and the Maintenance Plan. The EMP should address, at minimum, the following areas: energy conservation, water conservation, and water quality protection.

- (2) *Clean Marina Management.* The Concessioner shall also implement practices promoted in the Service/NCR Green Marina Guidebook (as amended, supplemented, or superseded) and the National Park Service's "Guiding Principles of Sustainable Design (September 1993)" (as amended, supplemented, or superseded). These documents are available at <http://concessions.nps.gov/document/NPSNationalCapitalRegion.pdf> and <http://www.nps.gov/dsc/dsgncnstr/gpsd/>.

E) General Policies

- (1) *Facilities Use.* Concession facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the CONTRACT without written permission from the Service.
- (2) *Smoking Policy.* Concession facilities must comply with current Service and Superintendent guidelines (as amended, supplemented, or superseded). Smoking is prohibited in all concession facilities designated by "No Smoking" signs.
- (3) *Compliance with Americans with Disabilities Act (ADA).* New construction and facility renovations will meet the Uniform Facility Accessibility Standards (UFAS) accessibility requirements. Information related to UFAS can be found at <http://www.access-board.gov/ufas-html/ufas.htm>.
- (4) *Lost and Found.* The Concessioner will establish, in conjunction with the Service, an effective program for handling lost and found or unattended property in facilities and upon assigned areas of the Concessioner. This program will include vehicles or other property that may have been abandoned by Concession employees.
- (5) *Credit Cards.* At a minimum, MasterCard and Visa will be honored. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.
- (6) *Vending*
- (a) **Vending Sources.** Vending machines will be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Service will approve all locations and machine exterior or aesthetics.
- (b) **Standards.** All machines will be clean, properly stocked, and in good working condition. Brand information will only be visible when at the machine. Signage on vending machines will be generic in nature. Beverage container deposit/recycling information should be posted on applicable vending machines. Vending machines will be equipped with energy conservation equipment (e.g., passive infrared sensors) where economically and technically feasible and appropriate.
- (c) **Out-of-service.** Any vending machines that are temporarily out-of-service will have computer-generated signs posted.
- (d) **Cigarettes.** Cigarette vending machines will not be allowed.
- (e) **Alcohol.** Alcoholic beverages will not be allowed to be sold.

(7) *Vehicles, Vessels and Rafts*

- (a) All vehicular equipment, vessels and rafts used by the Concessioner, including all rental boats, will be properly registered, licensed, insured, and maintained in accordance with federal and District of Columbia law and regulations. Park-issued boat permits will not be required.
- (b) Concessioner vehicles, vessels and rafts will be discreetly identified with the company name. All lettering should be no larger than three and one-half inches in height.

F) Human Resources Management

- (1) *Employee Identification and Appearance.* The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.
- (2) *Staffing.* An employee in charge of the marina shall be on duty during the official hours of operation as approved by the Superintendent.
- (3) *Employee Hiring Procedures*
 - (a) **General Manager.** The Concessioner will employ a local general manager who is responsible for the successful implementation of the terms required by the CONTRACT. The general manager should have a strong background in the marina industry.
 - (b) **Other Employees.** The Concessioner will hire a sufficient number of employees, or at a minimum one other employee, to ensure satisfactory patron services throughout the year. All applicable requirements of the U.S. Department of Labor will be met.
 - (c) **Drug-free Environment.** The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. Those employees who are in safety-sensitive positions, such as tour boat captains, or positions required by District of Columbia or other law or regulations, will be required to participate in a drug-testing program. Should illegal drug use occur, it must be promptly reported by the Concessioner to the U.S. Park Police.
 - (d) **Background Checks.** The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantively, it must submit the amendment for the review and approval of the Superintendent. The Concessioner may coordinate with the Service to assist in securing background information prior to hiring new employees. The Concessioner will make appropriate hiring decisions in consideration of the information obtained.
 - (e) **Park Employees.** The spouse or dependents of the Superintendent, Assistant Superintendent, or Concessions Division staff may not be employed by the

Concessioner. The Concessioner will not employ in any status a Park employee, his/her spouse, or minor children without the Superintendent's approval.

(4) *Training*

- (a) **Safety.** The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) **Job Training and Orientation.** The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Park regulations and requirements that affect their employment and activities while working and residing in the Park.
- (c) **Environmental.** The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.

G) Risk Management Program.

A Risk Management Plan will be developed and maintained by the Concessioner to implement an appropriate safety program. (The initial plan will be developed and submitted to the Park within 60 days after award of this contract.) This plan will be reviewed and approved by the Service annually, in accordance with all Applicable laws, including without limitation, the Occupational Safety and Health Administration ("OSHA"), the National Fire Protection Agency ("NFPA") and Service guidelines. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

3) Utility Responsibility

The Concessioner is responsible for contracting with independent suppliers to provide the necessary utility services. The Concessioner is responsible for the direct payment to these suppliers.

4) Protection and Security

A) Concessioner Security Personnel

- (1) *Security.* The Concessioner is responsible for securing the buildings, equipment and facilities under its control and use. The Concessioner should develop and implement a crime prevention/physical security program to include any and all structures used in the operation and all lands within the assigned area. The plan will identify how the facility is secured at the end of the day, who is responsible for locking doors and windows, securing of monies and/or goods, checking to be sure no potential fire

hazard exists, person(s) assigned keys to have access to facilities before and after official hours, persons(s) to contact in case of emergency, etc. In addition the Concessioner may be required to provide 24-hour security for the safety of its patrons.

- (2) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Park patrons and employees. They have no authority to take law enforcement action or to carry firearms.
- (3) *Reporting of Criminal Violations:* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to the U.S. Park Police 202-619-7300 or 911.

B) The National Park Service

- (1) *Authority.* The Service has concurrent jurisdiction on all Park lands and facilities on Park lands including law enforcement, search and rescue, emergency medical services and structural fire.
- (2) The U.S. Park Police are responsible for law enforcement, public safety and emergency response within the Park. Routine patrols may include the Concessioner's facilities and assigned areas but are not a substitute for Concessioner-provided security patrols.
- (3) The U.S. Park Police will handle all violations of federal, District of Columbia or Service regulations or policies including the serving or execution of civil process. District of Columbia officials may be called to assist in some matters by request from the Chief Ranger's Office or his/her authorized representative.

C) Fire Protection

- (1) *Concessioner*
 - (a) Fire prevention, protection, and suppression will be primary considerations at all Concession Facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
 - (b) The Concessioner will ensure that all Concession Facilities meet federal codes, and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards.
 - (c) *Reporting of Fire:* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, to 911 as well as to the Service

D) Emergency Medical Care

- (1) *Training*
 - (a) The Concessioner is encouraged to allow employees to attend emergency medical training, including cardiopulmonary resuscitation ("CPR"), automated external

defibrillator ("AED") and First Aid courses. This is required for some job assignments.

- (b) All concession employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location.

- (2) *Points of Contact to Report Medical Emergencies.* The primary point of contact is 911.

5) **Public Relations**

A) **Required Notices**

The following notice will be prominently posted at the Concession office:

“This service is operated by (Concessioner’s name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service. Please address comments to:

Superintendent
National Capital Parks – East
1900 Anacostia Drive, S.E.
Washington, D.C. 20020

B) **Public Statements**

All media inquiries concerning operations within the Park will be forwarded to the Park’s Public Affairs Office.

C) **Advertisements and Promotional Material**

(1) *Promotional Material*

- (a) **Approval.** The Superintendent must approve all promotional material prior to publication, distribution, broadcast, etc. The Concessioner will contact the Park well in advance to establish specific time frames for each project review. The Superintendent may require unapproved promotional material to be removed from circulation.
- (b) Promotional material distributed within the Park is restricted to services and facilities within the Park.
- (c) The Concessioner may display promotional material at approved locations within Park visitor centers as well as within the Concession Facilities, with Park approval.
- (d) **Changes.** Brochure changes and layout must be submitted to the Superintendent for review at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Park assistance is required to help develop the product.

(2) *Statements*

- (a) **Authorization.** Advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in National Capital Parks – East.
- (b) **Equal Opportunity.** Advertisements for employment must state that the company is an equal opportunity employer.

6) Insurance

The Concessioner will provide a Certificate of Insurance showing that it has the insurance required in the CONTRACT. This certification shall be provided each year and at such time as the policy is renewed.

7) Specific Operating Standards And Requirements

All services are to be provided in a consistent, quality manner. Standards provided by current concession management guidelines (as amended, supplemented, or superseded) are considered Service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner will be responsible for monitoring its operations to ensure that quality standards are met.

FACILITIES	MAXIMUM REQUIRED INVENTORY
Marina	
Wet Slips	93
Dry Slips	20
Marine Sanitation Device	1
Vending Machines	1

A) General

- (1) *Hours of Operation.* Refer to Section 2 (A)
- (2) *Access.* Slip renters will have 24-hour access.
- (3) *Marina Manager.* Concessioner is encouraged to have a manager on staff that has or has applied for and is actively pursuing the Certified Marina Manager (CMM) designation from the International Marine Institute.
- (4) *Marina Policies*
 - (a) The Concessioner will provide the marina operating rules and policies to the Superintendent for review and approval no later than 120 days after the execution of this CONTRACT, and when subsequent changes are made.
 - (b) The Concessioner will post marina operating rules in the marina office and provide copies to all slip renters.
 - (c) It is the policy of the Service that wet and dry storage slips will be used for recreational purposes only. The slip rental agreements, and waitlist, will be available to the Service upon request.

- (d) Subletting of slips and/or dry storage spaces is not permitted. Only one boat will be registered to each slip. Slips and/or dry storage space may not be sold or transferred by the renter. Slips will not be acquired or held by boat dealers for the purpose of the sale of boats. Boats and trailers may not display "For Sale" signs.
 - (e) The concessioner shall require slipholders to have current registrations and carry current insurance at all times on their boats.
 - (f) Vacant slip and dry storage spaces are to be filled from waiting lists on a first-come, first served basis. The Concessioner will manage and maintain an accurate and current waiting list.
 - (g) The Concessioner will maintain and provide to the Service upon request, a Rental Slip Inventory including an inventory of all rental slips and dry storage spaces, customer name, boat name, and registration number.
 - (h) Normal and routine boat maintenance work is allowed, however any and all work must comply with Service "Clean Marina" standards (as amended, supplemented, or superseded). Normal and routine maintenance work includes changing batteries, fuel cans, changing oil and washing boats with biodegradable soap. Extensive repairs, beyond normal maintenance procedures, are required to be performed off Park land.
 - (i) The Concessioner will ensure that no maintenance wastes generated by customers remain on site. The Concessioner will properly dispose of all concessioner generated wastes and maintain records as necessary.
 - (j) Salvage companies hired to retrieve submerged concessioner boats must be bonded. Slip renters must follow park regulations, if applicable, when hiring salvage companies.
 - (k) Submerged vessels must be raised within a reasonable period, as determined by the Service in consultation with the concessioner.
- (5) *Boat storage rental agreements.* Boat storage rental agreements will be submitted to the Superintendent 30 days prior to implementation for review and approval in writing and upon subsequent revisions. Boat storage rental agreements records will be made available to the Park for review.
- (a) Each occupied slip will have a current agreement in place with the appropriate renter's signature. Ownership of the vessel will be documented on each agreement.
 - (b) All restrictions must be included in the boat storage rental agreement.
 - (c) The Concessioner will inform slip holders in writing and as part of the boat storage rental agreement of prohibited maintenance activities, procedures for allowable minor boat maintenance and other environmental management requirements, including stating that the use of environmentally preferred products is encouraged.
 - (d) The Concessioner shall inform all slipholders in writing and as part of the boat storage rental agreement that living aboard boats at the marina is not permitted. A

“live-aboard” is defined as someone who stays aboard a boat in the marina for four (4) or more nights in any seven (7) day period more than three (3) times in any twelve (12) month calendar period.

Service

B) Boat Storage Wet

- (1) *Maximum Boat Sizes to be served:*
 - (a) 17 slips will be available to accommodate up to a 60-foot boat.
 - (b) 13 slips will be available to accommodate up to a 35-foot boat.
 - (c) 56 slips will be available to accommodate up to a 26-foot boat.
 - (d) 7 slips will be available to accommodate up to a 20-foot boat.
- (2) Storage slips of more than 35' in length will be equipped with shore power of at least 20 amperes and have an individual water tap. Storage slips of less than 35' in length may have a mixture of shore power and courtesy power. The Concessioner will insure that power connections from the shore power to the vessel are approved for that use by NFPA guidelines. Water taps will be reasonably available for slips less than 35' in length.
- (3) Boat owners are responsible for securing their boats to the slip, maintaining their boats, and checking them regularly. The Concessioner shall require slipholders to maintain their boats in good, seaworthy condition. A National Association of Marine Surveyors (NAMS) survey, or equivalent survey, may be required. Boats shall not be allowed to become unsightly or reduced to a dilapidated condition. Inadequate or faulty securing equipment may be replaced by the Concessioner at the boat owner's expense when necessary to adequately secure the boat.
- (4) The Concessioner is responsible for the condition of each slip, including all cable lines, cleats, connecting eyes and other appurtenances. The Concessioner will enforce minimum standards for the lines and equipment used to secure the boat to the slip. Inadequate or faulty securing equipment may be replaced by the Concessioner at the boat owner's expense when necessary to adequately secure the boat.
- (5) Boat attachments, such as pulpits, will not extend more than six inches over a walkway or dock to reduce safety hazards.
- (6) The Concessioner will develop protocols to avoid slips and falls on the docks by boaters, guests and employees.

C) Dry Storage

- (1) *General*
 - (a) **Definition.** Dry storage means, for the purposes for this operating plan, boats stored on trailers.
 - (b) **Location.** Dry storage is designated in the parking area to the right of the entrance.
 - (c) **Maximum.** Dry storage will be number no more than 10 at any given time.

- (d) **Obligation.** Dry storage will be provided seven days per week on an annual basis.
- (e) **Storage Agreement Length.** Dry storage spaces will be leased on a weekly, monthly, or annual basis, as available.
- (f) **Identification.** All boat trailers must be properly licensed. The Concessioner will maintain and provide to the Service upon request, a dry storage inventory including storage space number, customer names, boat name (if applicable) and registration number. The Concessioner will ensure that patrons renting slips have the vessel and owner name on the boat trailer.

(2) *Prohibited Activities*

- (a) Dry storage may not be used to store abandoned vehicles or vessels.

D) Pump-Out Facilities.

The Concessioner will provide water-based sanitary pump-out facilities at the marina in sufficient capacity to accommodate the boating public without unreasonable waiting times. The pump-out facility shall be well marked. All holding tanks and wastewater delivery lines shall meet applicable federal and District of Columbia codes for this type of service. Patrons will pump-out their own boats. This service is offered at no charge.

E) Restrooms.

Restrooms will be cleaned according to a posted schedule, at least once daily.

8) Acknowledgement of Risk

The Concessioner may require patrons renting slips to sign an acknowledgment of risk form. All such forms must be approved in advance by the Park.

9) Reporting Requirements

A) Park Reports

- (1) *Annual Performance Evaluation.* The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Operational Reports

The Service will be allowed to inspect supporting documentation for all operational reports upon request.

(1) *General*

- (a) **Employee Listing.** The General Manager will provide the Park a list identifying all employees, with their job titles, and office and emergency phone numbers by March 15 of each year.

(b) **Incident Reports.** The Concessioner will report all emergency incidents immediately to the U.S. Park Police or 911 for fire and ambulance. The Concessioner shall notify the Park Superintendent within 24 hours of:

- Any motor vehicle accident resulting in property damage, personal injury or death as soon as practicable, but within 24 hours of the accident.
- Any incident resulting in personal injury (requiring more than minor first aid treatment), transport or property damage exceeding \$300 as soon as possible.
- Other incidents that may affect Park resources (i.e., fires, hazardous material spills) or are violation of state and federal law.

(2) *Monthly Visitor Use Reports.* The Concessioner will provide a monthly patron use report that may be mailed, faxed or emailed to the Park so that it is received by the 4th day of each month. The Park will supply the format of the report. The report will include:

- Number of slips and dry storage places available
- Number of slips and storage places occupied
- Percentage of occupancy.

(3) *Monthly Asset Monitoring Report*

The Concessioner will maintain a management information system to document patron use patterns and impacts. A monthly asset monitoring report will be provided to the Service. The following information will be included in this report. The report will be due to the Park by the 15th day of the following month.

(a) **Financial and Operational Statistics.** The Concessioner will provide operational statistics and financial information for each revenue-producing service. The statistics and information provided will be in a format agreeable to the Concessioner and the Service.

(b) **Maintenance Reserve.** A status report on projects funded by the Maintenance Reserve.

(c) **Patron Comments.** The Concessioner will provide tabulated summaries of all patron comments to the Park, including a year-to-date tabulation.

(4) *Annual Construction and Repair and Maintenance Plan.* The Concessioner will, by November 15 and in accordance with Exhibit F, provide a plan of timing and costs of implementing projects for the following calendar year.

(5) *Annual Concessioner Operational Reports.* An annual summary report will be due 60 days after the end of the year, unless otherwise agreed upon by the Superintendent. This data should be presented in a concise spreadsheet format.

(a) Marina

- Slip Rental: Number of slips available and rented, by slip size and boat length, and associated revenues
- Dry Storage: Available and occupied spaces and associated revenues

C) Concessioner Financial Reporting

In addition to the annual financial report (AFR) required in the CONTRACT, the following financial reports will also be required:

- (1) *Monthly Franchise Fee Reporting.* By the 15th of the month as part of the monthly reporting, the Concessioner will report on the franchise fee deposit made the preceding month. Reporting documentation will include a copy of the check or wire transfer identifying the account and the amount transferred.
- (2) *Monthly Maintenance Reserve Reporting.* By the 15th of the month as part of the monthly reporting, the Concessioner will report on the maintenance reserve deposit made the preceding month. Reporting documentations will include a copy of the wire transfer identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

The following page summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Balance Sheet	Initial	Within 90 days of execution of the CONTRACT	CONTRACT, Sec. 14 (c) (1)
Environmental Management Plan	Initial	Within 60 days of execution of the CONTRACT	CONTRACT, Sec. 6 (b) (1)
Risk Management Plan	Initial/ Annually	Within 60 days of the effective date of execution of the CONTRACT; Updates due by November 30 of preceding year	Operating Plan, Sec. 2 G
Fire Inspection	Initial/ Annually	Within 30 days on initial occupancy; updates annually thereafter	Operating Plan, Sec. 2 C
Hiring Policies	Initial	Within 90 days of the effective date of execution of the CONTRACT	Operating Plan, Sec. 2 F (3) (d)
Marina Operating Policies	Initial	Within 120 days of the effective date of execution of the CONTRACT	Operating Plan, Sec. 7 A (4) (a)
Boat Storage Rental Agreements	Initial	30 days prior to implementation	Operating Plan, Sec. 7 A (5)
Annual			
Employee Listing	Annually	March 15	Operating Plan, Sec. 9 B (1)(a)
Rate Change	Annually	At least 60 days prior to anticipated implementation dates	Operating Plan, Sec. 2 B (2)
Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	CONTRACT, Sec. 14(b)
Repair and Maintenance Reserve Activity Report	Annually	Not later than 120 days after the end of the Concessioner's accounting year	CONTRACT, Sec. 14(c)(2)
Concessioner Operational Reports (excluding Employee Listing)	Annually	Within 60 days after the end of the year	Operating Plan, Sec. 9 B
Construction and Repair and Maintenance Plan	Annually	By November 15 th of the preceding year	Operating Plan, Sec. 9 B (4)
Monthly			
Visitor Use Statistics	Monthly	By the 4 th day of the following month of each month of operation	Operating Plan, Sec. 9 B (2)
Asset Monitoring Report	Monthly	By the 15 th day of the following month of each month of operations	Operating Plan, Sec. 9 B (3)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Franchise Fee	Monthly	By the 15 th day of the following month of each month of operations	CONTRACT, Sec. 11 (b)
Maintenance Reserve Report	Monthly	By the 15 th day of the following month of each month of operation	Operating Plan, Sec. 9 B (3)(b)
Miscellaneous Reports and Data	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including, but not limited to, operational information	CONTRACT, Sec 15 (c)

Effective , 200__

By: _____

Director, National Capital Region